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17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**
19 **SAN JOSE DIVISION**

20 RED HAT INC.,

21 Plaintiff,

22 v.

23 VIRTAMOVE CORP.,

24 Defendant.
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Case No. 5:24-cv-04740-PCP

**DECLARATION OF AMY E. HAYDEN IN
SUPPORT OF DEFENDANT
VIRTAMOVE'S CIVIL L.R. 79-5(f)(3)
RESPONSE**

1 I, Amy E. Hayden, declare as follows:

2 1. I am counsel for VirtaMove Corp. in the above-captioned action. I provide this
3 declaration in support of VirtaMove's Civil L.R. 79-5(f)(3) Response to Plaintiff Red Hat's
4 Administrative Motion to Consider Whether Defendant's Materials Should Be Sealed. I have
5 personal knowledge of the facts set forth herein, and if called upon to testify, could and would
6 testify competently thereto.

7 2. I have reviewed the contract between VirtaMove and the company referenced in
8 Red Hat's reply and Exhibit 2 to the reply, which Red Hat calls a "law firm." This contract has a
9 confidentiality provision that requires that both VirtaMove and that company to keep the terms
10 and conditions of the contract confidential.

11 3. I have also reviewed the settlement agreement between AppZero Software Corp.
12 and AppFirst, Inc. This agreement has a confidentiality provision that requires that both VirtaMove
13 (as AppZero's successor) and AppFirst keep all terms of this contract, as well as negotiations that
14 resulted in the contract, confidential. Under that provision, the parties may disclose that the
15 underlying litigation has been resolved.

16
17 I declare under the penalty of perjury that the foregoing is true and correct. Executed at
18 Portland, Oregon on November 15, 2024.

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20 /s/ Amy E. Hayden
21 Amy E. Hayden
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